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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

YADIRA CONTRERAS, ERICA  
KRONECK, KYLE OLSON, AND  
HENDRY (“CODY”) RODMAN III,

Plaintiffs,

vs.

HERITAGE UNIVERSITY,  
Defendant.

Case No.: 22-cv-03034

**COMPLAINT FOR DAMAGES**

Yadira Contreras, Erica Kroneck, Kyle Olson, and Hendry (“Cody”) Rodman III (collectively “Plaintiffs”) were all enrolled in the Physician’s Assistant (“PA”) program at Heritage University (“Heritage”). The PA Program at Heritage was

1 accredited through the Accreditation Review Commission on Education for the  
2 Physician Assistant, Inc. (“ARC-PA”) from March 2014 through May 2021. In  
3  
4 November 2020, the accreditation of the PA program at Heritage was voluntarily  
5 withdrawn following a lengthy history of noncompliance with ARC-PA’s standards  
6 that had not been properly disclosed to the students despite affirmative questions on  
7 the subject. The PA program was allowed to maintain its probationary accreditation  
8 through May 2021.  
9

10  
11 The Plaintiffs enrolled in the PA program at Heritage because it was an  
12 accredited PA program - albeit on probation - and based on the assurances by  
13 authorized agents of the school that the probationary process would not impact their  
14 enrollment “in any way.” They were enrolled for a two-year (2020-2022) cohort  
15 with anticipated graduation in May 2022. Until November 4, 2021, Plaintiffs were  
16 repeatedly assured by, most notably, the Director of the Program and the  
17 Admissions Coordinator that the program would maintain its accreditation through  
18 their graduation. The Plaintiffs made their enrollment decisions in reliance on those  
19 assurances.  
20  
21

22  
23 The Heritage administration ultimately surrendered its accreditation to the  
24 detriment of its own students. As a result of that decision, the Heritage PA program  
25 shuttered after the 2020-2021 school year. Students in the program were notified  
26 toward the end of their first semester that they would not be able to complete the  
27  
28

1 program as promised but would be relocated to accredited programs around the  
2 country. The quality of the first year of the program declined precipitously, and the  
3 students were denied the benefit of even one year of adequate instruction, which the  
4 Plaintiffs had already paid for.

5  
6 The 5th Edition of the ARC-PA Standards (the “Standards”), which governed  
7 the PA Program at Heritage University provides that the institution is responsible  
8 for “teaching out currently matriculated students in accordance with the institution’s  
9 regional accreditor or federal law in the event of program closure and/or loss of  
10 accreditation.” The Standards further define “teaching out” as “allowing students  
11 already in the program to complete their education or assisting them in enrolling in  
12 an ARC-PA accredited program in which they can continue their education.” Given  
13 that Heritage was not able to provide instruction to the Plaintiffs’ cohort in order  
14 for them to complete their degree, it was required to assist them in enrolling in an  
15 ARC-PA accredited program.

16  
17 Graduation from an accredited program is a requirement to be employed as a  
18 PA in most states in the U.S. As a result, the Plaintiffs were forced to attempt  
19 transfer to new programs. Heritage repeatedly promised the Plaintiffs that it would  
20 assist them in transferring to accredited programs. For those who found programs  
21 willing to accept them, this required significant upset and relocation. For those left  
22 without new programs, they were forced to reapply to first-year programs which set

1 them back one to two years in their graduation timelines, because they detrimentally  
2 relied on the promises of Heritage first to graduate them and then to relocate them.  
3  
4 The Plaintiffs have incurred, and continue to incur, out-of-pocket expenses to  
5 complete their educations in accredited PA schools.

6  
7 To date, two of the Plaintiffs – Ms. Kroneck and Ms. Contreras – were  
8 altogether unplaced by Heritage and had to restart their education in new programs  
9 which has set them back two years and one year, respectively, in their graduations  
10 dates; while the other two Plaintiffs – Mr. Rodman and Mr. Olson - resettled  
11 themselves without the assistance of Heritage, so they will graduate in 2022 but  
12 with graduation dates delayed by several months, costs incurred in their  
13 resettlement, and postponed careers.

## 14 15 16 **I. PARTIES, JURISDICTION, AND VENUE**

- 17 1. Plaintiff Yadira Contreras is a resident of West Palm Beach, FL.
- 18 2. Plaintiff Erica Kroneck is a resident of Macomb, MI.
- 19 3. Plaintiff Kyle Olson is a resident of Mesa, AZ.
- 20 4. Plaintiff Hendry “Cody” Rodman III is a resident of Lincolnville, ME.
- 21 5. Defendant Heritage University is a private not-for-profit university  
22 doing business in the City of Toppenish, Yakima County in the State of  
23 Washington.  
24  
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1           6.     The amount in controversy exceeds \$75,000, and the parties are  
2 completely diverse, as such, this court has jurisdiction in this matter pursuant to 28  
3 U.S.C. § 1332, and the venue is proper.  
4

## 5                                   **II.     FACTS**

### 6           **A.   DESCRIPTION OF HERITAGE AND THE PHYSICIAN’S** 7 **ASSISTANT PROGRAM**

8           10.    Heritage is a Washington not-for-profit corporation operating a private  
9 university in the City of Toppenish, Yakima County, Washington.  
10

11           11.    Heritage offers a number of undergraduate and graduate degree  
12 programs at its Toppenish, Tri Cities, and Moses Lake campuses. Of its graduate  
13 degree programs, Heritage offered a Master’s of Science in Physician Assistant  
14 (MSPA) at its Toppenish campus through its Physician Assistant Education  
15 Program (“PA Program”) until its accreditation was voluntarily withdrawn in  
16  
17 September 2020.  
18

19           12.    The PA Program was accredited through the ARC-PA  
20

21           13.    Those achieving the MSPA are permitted to take national certification  
22 examination administered by the National Commission of the Physician Assistant  
23 (NCCPA).  
24

25           14.    Once an applicant has passed this examination, they may practice as a  
26  
27 PA.  
28

1           15. In general, a PA, once certified, conducts the following medical  
2 services: obtaining medical histories; examining, diagnosing, and treating patients;  
3 ordering and interpreting diagnostic tests; and recommending and implementing  
4 treatment plans for a wide range of human illnesses and injuries. They may also  
5 perform minor surgery, assist in major surgery, instruct and counsel patients, and  
6 order, carry out, and prescribe medications.  
7

8  
9           16. According to American Academy of PAs (AAPA) the median  
10 compensation for a first-year full-time PA is \$111,000.  
11

12           17. For PAs serving in the military, this can include significant additional  
13 compensation for an Army PA/reservist position.  
14

15           18. Most employers in the PA field require applicants to have graduated  
16 from an accredited MSPA program.  
17

18           19. When Heritage's accreditation was voluntarily withdrawn, the  
19 students in the Heritage PA program had to be placed in alternate accredited PA  
20 programs around the country in order to complete their degrees at an accredited  
21 university.  
22

23 **B. YADIRA CONTRERAS**  
24

25           20. Ms. Contreras was invited to interview at Heritage and two other PA  
26 programs. Heritage was her first interview in September 2019. During her  
27 interview, Ms. Contreras received oral assurances from the Heritage staff  
28

1 interviewing her that the Heritage PA Program's probationary status would not  
2 affect her ability to graduate from an accredited program. Relying on those  
3 assurances, after her acceptance at Heritage, Ms. Contreras cancelled her other  
4 interviews and enrolled in the program at Heritage.  
5

6  
7 21. In order to attend Heritage, Ms. Contreras moved from West Palm  
8 Beach, Florida to Washington and began the program in May 2020, during the  
9 summer semester.  
10

11 22. Ms. Contreras began experiencing panic attacks, insomnia, and chest  
12 pains at the end of the summer semester in 2020. On August 19, 2020, Ms.  
13 Contreras received a letter from her primary care physician confirming a diagnosis  
14 of acute adjustment disorder with anxiety and a prescription for Wellbutrin XL, an  
15 antidepressant.  
16  
17

18 23. Also on August 19, 2020, Ms. Contreras submitted a formal request  
19 for accommodations to Heritage to better accommodate her anxiety in the school  
20 setting.  
21

22 24. Ms. Contreras's anxiety was further compounded when her grades on  
23 a test was made available to other students in the PA program. As a result of the  
24 grades leak, Ms. Contreras experienced embarrassment and shame that exacerbated  
25 her anxiety.  
26  
27  
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1           25. In September of 2020, after consultation with her providers and the  
2 school, Ms. Contreras decided to decelerate from the program, take a year off to  
3 focus on her mental health, and join the next year's cohort.  
4

5           26. The fifth edition of the standards published by the ARC-PA, which  
6 applied to the PA Program at Heritage University, defines "deceleration" as "the  
7 loss of a student from the entering cohort, who remains matriculated in the  
8 physician assistant program."  
9

10           27. At the time she decelerated, several Heritage professors and  
11 administrators, including Dr. Bill Hatch, Dr. Dale, and Dr. Stephas, promised Ms.  
12 Contreras that she could join the "next year's cohort" with only a one-year delay in  
13 her career trajectory.  
14

15           28. However, because Heritage voluntarily discontinued its PA program,  
16 there was no cohort for Ms. Contreras to join, and she is damaged as a result.  
17

18           29. Furthermore, after the PA program was discontinued and despite its  
19 express and repeated promises to assist her, Heritage made no effort to transfer Ms.  
20 Contreras to another accredited program. As a result, she had to wait an additional  
21 year to apply herself to first-year programs on the next admission cycle. While she  
22 has mitigated her own damages, her career trajectory was derailed by one full year  
23 because of the Defendant.  
24  
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1           30. Heritage knew that Ms. Contreras had decelerated and was on a  
2 disability-related pause from the PA program, but despite this notice and its past  
3 promises to support her, Ms. Contreras received no assistance. Ms. Contreras relied  
4 on repeated promises that Dr. Dale was seeking out programs for her transfer, but  
5 she was not transferred, and was thus treated differently from other students in the  
6 program because of her disability, in violation of Federal and State anti-  
7 discrimination laws.  
8

9  
10  
11           31. As Ms. Contreras began to apply to other PA schools during the next  
12 application cycle, she did so without the letter of recommendation that Heritage  
13 promised to provide but never produced. But even without Heritage's support, Ms.  
14 Contreras applied to 10 programs and was accepted as a first-year student at the PA  
15 program at South University in West Palm Beach, FL.  
16  
17

18           32. Ms. Contreras is expected to graduate in 2024.

19 **C. ERICA KRONECK**  
20

21           33. Ms. Kroneck moved to Yakima, Washington from Michigan to attend  
22 the PA program at Heritage.  
23

24           34. During the interview process, Ms. Kroneck asked about the PA  
25 program's probationary status and was assured by Heritage staff including the  
26 Director of the program and the Admissions Coordinator that if anything happened,  
27 she would be taught out and able to graduate from an accredited school.  
28

1           35. Ms. Kroneck relied on the assurances she received when she chose to  
2 enroll in Heritage University's PA program.

3  
4           36. After Heritage withdrew its accreditation, Erica Kroneck was told again  
5 and again by the Director of the program not to attempt to apply herself to programs  
6 in order to transfer to an accredited institution and to wait for Heritage to place her.  
7 She was then inexplicably not placed in any alternate PA program.

8  
9           37. As a result of not being placed, Ms. Kroneck first moved to Nashville,  
10 TN, then to Macomb, MI, and returned to her job as a cardiovascular invasive  
11 specialist.  
12

13  
14           38. While Heritage worked with other students in the PA program to place  
15 them in accredited programs, Ms. Kroneck remained unplaced.

16  
17           39. Because PA programs do not typically accept transfer credits from  
18 other institutions, the advocacy of Heritage officials would have been crucial to get  
19 Ms. Kroneck into a placement where she could have started her second year.

20  
21           40. Given that Heritage failed in placing Ms. Kroneck, she is obligated to  
22 start over from day-one in her new program.

23           41. Ms. Kroneck maintained a 3.7 GPA at Heritage.

24  
25           42. Ms. Kroneck was not disciplined or reprimanded for any academic or  
26 behavioral concern at Heritage University.  
27

1           43. In addition to the costs of tuition and loans she incurred to pay for the  
2 year of education at Heritage from which she was unable to transfer credits, Ms.  
3 Kroneck has incurred out-of-pocket expenses in her attempts to be admitted in other  
4 schools, including airfare, storage, application fees, transcript fees, and additional  
5 courses.  
6

7  
8           44. Ms. Kroneck has also experienced significant emotional distress as a  
9 result of Heritage's actions and inaction.  
10

11           45. Ms. Kroneck has been seeing a mental health therapist to provide  
12 support during this stressful time. Notably, Ms. Kroneck had no mental health  
13 history and had not been prescribed psychiatric medication prior to this dispute.  
14

15           46. Even without additional support from Heritage, Ms. Kroneck applied  
16 to 33 PA programs, each of which required application fees.  
17

18           47. Ms. Kroneck was recently accepted to the PA program at A.T. Still  
19 University in Mesa, Arizona. Her new cohort starts in June 2022 and has an  
20 anticipated graduation in 2024.  
21

22           48. As a result of being accepted to A.T. Still University, Ms. Kroneck  
23 will incur additional relocation and moving costs.  
24

25           49. Ms. Kroneck also paid out of pocket for additional testing fees,  
26 supplemental courses, and the costs for distributing test results to potential PA  
27 programs.  
28

1           50. In addition to the out-of-pocket costs she incurred, Ms. Kroneck's  
2 graduation date and thus career was derailed by two years as a result of Heritage's  
3 actions and inaction.  
4

5 **D. KYLE OLSON**  
6

7           43. During his application process, Mr. Olson emailed Heritage and asked  
8 specific questions regarding Heritage's probationary accreditation status and what  
9 would happen if the PA program did not maintain its accreditation.  
10

11           44. In response to his email, Mr. Olson was assured by the Admissions  
12 Coordinator that the Heritage PA program was only placed on probationary  
13 accreditation due to issues with their data collection process and that the  
14 probationary status would not have an impact on Mr. Olson or his cohort "in any  
15 way."  
16  
17

18           45. Mr. Olson relied on the Heritage's assurance when he and his wife  
19 moved, along with their two children, to Yakima, WA in order to attend Heritage  
20 University.  
21

22           46. Mr. Olson and his wife had a third child during Kyle's first year of PA  
23 school at Heritage.  
24

25           47. When Heritage surrendered its accreditation and told students that it  
26 would place them and not to reach out to placements on their own, Mr. Olson  
27  
28

1 ignored Heritage's instructions not to self-help and began reaching out to accredited  
2 PA programs to secure a placement.  
3

4 48. Mr. Olson was ultimately accepted to A.T. Still University in Mesa,  
5 AZ.  
6

7 49. Mr. Olson has since relocated his family again to attend school at A.T.  
8 Still University in Mesa, AZ.  
9

10 50. Mr. Olson will graduate three and half months later than his graduation  
11 would have been at Heritage University.  
12

13 51. As a result of the delay in graduation, Mr. Olson will lose three and a  
14 half months of wages as a practicing PA.  
15

16 52. Mr. Olson has also incurred significant out-of-pocket expenses due to  
17 the actions and inactions of the Defendant.  
18

19 **E. HENDRY "CODY" RODMAN, III**  
20

21 46. Mr. Rodman is a military veteran and used G.I. Bill benefits to pay for  
22 the year of education he received at Heritage.  
23

24 47. Mr. Rodman was told early on that he would likely be accepted to  
25 Heritage and, as a result, did not seek admission at other PA schools.  
26

27 48. In his interview with Heritage University, Mr. Rodman received  
28 express assurances from the faculty and administration that the probationary status

1 of the program's accreditation would not affect his ability to graduate from an  
2 accredited program.

3  
4 49. Like Mr. Olson, once Heritage's accreditation had been withdrawn,  
5 Mr. Rodman ignored Heritage's instructions not to self-help and secured his own  
6 placement at Bryant University in Smithfield, RI without assistance from Heritage.  
7

8 50. Mr. Rodman will have to pay out of pocket for travel to and from  
9 Rhode Island from his home in Maine for twelve clinical placements, which each  
10 require a one-month stay. This would not have been the case but for his late  
11 relocation to a different program.  
12

13  
14 51. Mr. Rodman's graduation date has been postponed by several months  
15 from May to September 2022. As a result of the delay in graduation, Mr. Rodman  
16 will lose several months of both civilian and military wages as a practicing PA.  
17

### 18 III. SUMMARY OF CLAIMS

19 52. The claims set forth herein are brought pursuant to the Washington  
20 Consumer Protection Act, Washington State Law Against Discrimination (WLAD),  
21 RCW 49.60.010, et seq. and various contract and tort theories under state and  
22 federal law. These laws and principals combined with Heritage's negligence,  
23 deceptive acts, practices, and breaches of contractual duties make it unjust for the  
24 Defendant to profit from its practices.  
25  
26  
27  
28

1           53. Defendant is a school that receives federal public assistance through  
2 the many tuition funds and grants that flow through student loans and the G.I. Bill  
3 into the organization.  
4

5           54. Plaintiff Yadira Contreras has protected and recognized disabilities  
6 that resulted in her unfair and discriminatory treatment by the program that refused  
7 to place her at a transfer school or provide the letter of recommendation as  
8 promised. As such, Defendant violated Plaintiff Yadira Contreras's rights to be free  
9 from disability-based discrimination and harassment under the WLAD, ADA, and  
10 504. Defendant, acting with deliberate indifference through one or more of its  
11 officials, administrators, agents, and/or employees discriminated against Yadira  
12 Contreras on the basis of her disability.  
13  
14  
15

16           **IV. CAUSE OF ACTION – Washington State Consumer Protection Act**  
17

18           59. The foregoing allegations are incorporated by reference herein.

19           60. The conduct described above and throughout this Complaint took  
20 place in the State of Washington. Specifically, the Defendant affirmatively  
21 misrepresented its probationary status as related only to data collection and not have  
22 any impact on students once they had matriculated, which resulted in all four  
23 Plaintiffs enrolling in the program. Then, once it learned that it would not be able  
24 to graduate students from an accredited school once it voluntarily surrendered its  
25 accreditation status, the Defendant continued to deceive students by telling them  
26  
27  
28

1 not to take steps to find transfer schools resulting in Ms. Kroneck and Ms. Contreras  
2 being without any school once the program shuttered. These affirmative actions  
3 constitute unfair methods of competition or unfair or deceptive acts or practices in  
4 violation of §19.86.020 of the Revised Code of Washington ("RCW") and the  
5 Washington Consumer Protection Act ("CPA"), RCW 19.86.020, et seq. See also  
6 RCW 49.60.030(3), defining any violation of the WLAD in this circumstance as an  
7 "unfair or deceptive act in trade or commerce" and, therefore, a violation of the  
8 CPA.  
9  
10  
11

12 61. The Washington CPA also applies to the claims of the plaintiffs  
13 because the conduct which constitutes violations of the CPA by the Defendant  
14 occurred within Washington State.  
15

16 62. Defendant's unfair or deceptive acts or practices repeatedly occurred  
17 in Defendant's trade or business and were capable of deceiving a substantial portion  
18 of the public including but not limited to other students in the cohort who were  
19 similarly misled but chose not to pursue legal action.  
20  
21

22 63. Defendant used and employed unfair methods of competition and/or  
23 unfair or deceptive acts or practices. Such unfair methods of competition and/or  
24 unfair or deceptive acts or practices include, but are not limited to, the  
25 misrepresentation and concealment of material facts about the nature of the PA  
26  
27  
28



1 program and its PA program's accreditation status and misrepresentation about the  
2 status of transferring students to mitigate the damages to their education.  
3

4 64. Defendant's misrepresentations, concealment, omissions, deceptions,  
5 and conduct were likely to deceive and likely to cause misunderstanding and/or in  
6 fact caused Plaintiffs to enroll in a program that they believed would remain  
7 accredited through their graduation only to have that accreditation voluntarily  
8 withdrawn by Heritage in November 2020. Plaintiffs furthermore were caused by  
9 Defendant's misrepresentations to fail to apply to alternative programs for transfer  
10 which resulted in a one year delay for Ms. Contreras and a two year delay for Ms.  
11 Kroneck. Mr. Olson and Mr. Rodman disregarded the Defendant's instructions  
12 because they no longer trusted the Defendant to watch out for the best interests of  
13 its students.  
14  
15  
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18 65. Plaintiffs relied on Defendant's misrepresentations, warranties,  
19 deceptions, and/or omissions.  
20

21 66. Plaintiffs have been damaged as a proximate result of Defendant's  
22 violations of the CPA and have suffered actual, ascertainable losses by foregoing  
23 income in order to pursue their MSPA degrees, and after the accreditation was  
24 withdrawn, the Plaintiffs incurred enrollment fees in other schools, moving  
25 expenses, delays in graduation, and lost earnings from the delays imposed on their  
26 working careers.  
27  
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1           67. Defendant's unfair or deceptive acts or practices have injured Plaintiffs  
2 and other persons, and have the capacity to injure other persons, and are injurious  
3 to the public interest. The consumer protection violations of the PA Program, while  
4 shuttered, impacted all the students in Plaintiffs' cohort, and its parent University  
5 still exists and serves thousands of students and thus impacts the public interest.  
6

7  
8           68. As a direct and proximate result of Defendant's violations of the CPA  
9 as set forth above, Plaintiffs have suffered an ascertainable loss and are therefore  
10 entitled to relief, including treble damages, costs, and attorney's fees.  
11

12                   **V. CAUSE OF ACTION – Breach of Contract**  
13

14           69. The foregoing allegations are incorporated by reference herein.

15           70. The relationship between students and universities is primarily  
16 contractual in nature, with the "specific terms to be found in the university bulletin  
17 and other publications." *Marquez v. University of Washington*, 32 Wash. App. 302,  
18 305 (1982).  
19

20           71. By admitting the Plaintiffs and accepting their tuition, Heritage created  
21 a contract between itself and the Plaintiffs. Heritage breached its contract with the  
22 Plaintiffs by voluntarily withdrawing its accreditation in November 2020 and  
23 dissolving the program before the Plaintiffs were able to complete their program.  
24 Moreover, the quality of the instruction declined to such an extent that Heritage was  
25 no longer offering the promised program to its students.  
26  
27  
28

1           72. As a result of Heritage's breach of contract, the Plaintiffs have been  
2 damaged in an amount to be proven at trial.  
3

4 **VI. CAUSE OF ACTION – Breach of the Covenant of Good Faith and Fair**  
5 **Dealing**

6           73. The foregoing allegations are incorporated by reference herein.

7           74. Under Washington common law, "[t]here is in every contract an  
8 implied duty of good faith and fair dealing" that "obligates the parties to cooperate  
9 with each other so that each may obtain the full benefit of performance." *Rekhter v.*  
10 *Dept. of Social and Health Services*, 180 Wash.2d 102, 112 (2014) (internal  
11 citations and quotation marks omitted).  
12

13           75. Heritage's various standards, policies, and procedures constitute  
14 representations and promises that Heritage expected, or should have reasonably  
15 expected, would induce action or forbearance by the plaintiffs.  
16

17           76. Heritage expected or should have expected the Plaintiffs to accept  
18 Heritage's offer of admission, to incur tuition and fee expenses, and to choose not  
19 to attend other universities based on its express and implied promises, including the  
20 implied promise that Heritage's PA Program would remain an accredited program.  
21

22           77. The Plaintiffs relied to their detriment on Heritage's express and  
23 implied promises and representations and thus did not obtain the full benefit of  
24 performance.  
25  
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1           78. The quality of Heritage's educational offering also reduced  
2 significantly once the faculty knew that the program was losing its accreditation,  
3 which is violative of the implied covenant of good faith and fair dealing and denied  
4 Plaintiffs the full benefit of performance of the one year they did receive.  
5

6           79. As a result of the Defendant's actions, Plaintiffs have suffered loss,  
7 damage, and detriment including incidental and consequential damages.  
8

9           **VII. CAUSE OF ACTION – Fraudulent Misrepresentation**  
10

11           80. The foregoing allegations are incorporated by reference herein.

12           81. In connection with recruiting and marketing the PA program at  
13 Heritage, Defendant supplied false, misleading, inaccurate, and incomplete  
14 information regarding the program's accreditation and the program's accreditation  
15 standing.  
16

17           82. Heritage had a duty to disclose to Plaintiffs any decision not to seek to  
18 restore its accreditation standing.  
19

20           83. Heritage supplied false, misleading, inaccurate and incomplete  
21 information about the PA program.  
22

23           84. Plaintiffs reasonably and justifiably relied on Heritage's  
24 misrepresentations and non-disclosures to their detriment.  
25

26           85. Heritage's statements and representations of the probationary status of  
27 the PA program and the impact that probation could have on newly matriculated  
28

1 students were inaccurate, and Heritage knew or should have known that Plaintiffs  
2 would reasonably and justifiably rely on Heritage's false misrepresentations to their  
3 detriment.  
4

5 86. Voluntarily withdrawing its accreditation was a clear breach of the PA  
6 program's warranties to students.  
7

8 87. Affirmatively promising to relocate the Plaintiffs and then failing to  
9 deliver on its obligation to find transfer institutions for Ms. Kroneck and Ms.  
10 Contreras was yet another fraudulent misrepresentation that these students  
11 justifiably relied on.  
12

13 88. As a direct and proximate result of these misrepresentations and  
14 concealments, Plaintiffs have suffered actual damages, in an amount to be proven  
15 at trial, by enrolling in Heritage University's PA program, incurring student loan  
16 debt to pay for the cost of the program, and incurring enrollment fees in other  
17 schools, moving expenses, delays in graduation, and lost earnings from the delays  
18 imposed on their working careers.  
19  
20  
21

## 22 **VIII. CAUSE OF ACTION – Negligent Misrepresentation**

23 89. The foregoing allegations are incorporated by reference herein.  
24

25 90. Heritage had a duty to exercise reasonable care in communicating  
26 accurate and complete information about the PA program at Heritage and regarding  
27 the program's accreditation and the program's accreditation standing.  
28

1           91. Heritage's statements and representations of the PA program were  
2 inaccurate because the program was not in good standing with the accrediting body  
3 ARC-PA and the program voluntarily withdrew its accreditation in November  
4 2020. Heritage misrepresented the protections of the Teach-Out clause in the ARC-  
5 PA to the Plaintiffs which resulted in their reasonable reliance and subsequent  
6 damages.  
7

8  
9           92. Heritage failed to exercise reasonable care in communicating accurate  
10 and complete information about its accreditation standing for its students to make  
11 informed decisions in order to mitigate the impact of Heritage's loss of  
12 accreditation.  
13  
14

15           93. Heritage concealed from Plaintiffs that the PA program was not in  
16 good standing with ARC-PA and that the program's accreditation would be  
17 withdrawn. Heritage supplied false, misleading, inaccurate, and incomplete  
18 information about the PA program and the program's accreditation.  
19  
20

21           94. Heritage's statements were untrue and inaccurate, and Heritage knew  
22 or should have known that Plaintiffs would reasonably and justifiably rely on  
23 Heritage's false misrepresentations and omissions to their detriment.  
24

25           95. As a direct and proximate result of the misrepresentations and  
26 concealments, all Plaintiffs have suffered actual damages in an amount to be proven  
27 at trial by enrolling the PA program at Heritage, incurring student loan debt to pay  
28

1 for the cost of the program, using G.I. Bill benefits, incurring enrollment fees in  
2 other schools, moving expenses, delays in graduation, and lost earnings from the  
3 delays imposed on their working careers.  
4

5 **IX. CAUSE OF ACTION – Unjust Enrichment**

6 96. The foregoing allegations are incorporated by reference herein.  
7

8 97. To plead an unjust enrichment claim, a benefit must be conferred by  
9 the plaintiffs to the defendant, the benefit must have been received at the plaintiffs’  
10 expense, and it must be unjust for the defendant to keep the benefit under the  
11 circumstance. *Young v. Young*, 164 Wn.2d 477, 484 (2008); *see also Bailie*  
12 *Commc'ns, Ltd. v. Trend Bus. Sys., Inc.*, 61 Wn. App. 151, 160 (1991) (“Unjust  
13 enrichment occurs when one retains money or benefits which in justice and equity  
14 belong to another.”)  
15  
16  
17

18 98. Heritage provided educational services to the students during the 2020-  
19 2021 school year that did not meet the quality standards necessary for the Plaintiffs  
20 to have received any benefit and it is unjust that Heritage should retain the funds  
21 paid for those services. Specifically, Ms. Kroneck, Mr. Olson, and Mr. Rodman  
22 were subjected to subpar instruction that declined in quality once the faculty and  
23 staff knew the accreditation had been withdrawn.  
24  
25  
26  
27  
28

1           99. Moreover, Ms. Kroneck and Ms. Contreras received absolutely no  
2 benefit from these credits as they were forced to start all over as first-year students  
3 at the schools they found and secured with no help from Heritage.  
4

5           100. All plaintiffs have conveyed multiple benefits – most specifically, their  
6 tuition money and Mr. Rodman’s GI benefits – to the Defendant at their expense. It  
7 is unjust for Heritage University to keep the benefits of those services without  
8 conveying anything to Plaintiffs.  
9  
10

11                   **X. CAUSE OF ACTION – Promissory Estoppel**

12           101. The foregoing allegations are incorporated by reference herein.  
13

14           102. The claimants’ detrimental reliance on promises made by Heritage  
15 University give rise to a claim in equity under promissory estoppel.  
16

17           103. Promissory estoppel has long been recognized in Washington and may  
18 serve as the basis for an action for damages. *Klinke v. Famous Recipe Fried*  
19 *Chicken*, 94 Wn. 2d 255 (1980).  
20

21           104. There are five prerequisites for a recovery in promissory estoppel: (1)  
22 A promise which (2) the promisor should reasonably expect to cause the promisee  
23 to change his position and (3) which does cause the promisee to change his position  
24 (4) justifiably relying on the promise, in such a manner that (5) injustice can be  
25 avoided only by enforcement of the promise. *Corbit v. J.I. Case Co.*, 70 Wn. 2d 522  
26 (1967).  
27  
28



1 105. Washington case law further describes that promissory estoppel:

2 ... is based upon the same equitable principles as is estoppel by silence.  
3 In the one case a promise is made with the intention that it be acted  
4 upon by the promisee; in the other, a person has been silent on some  
5 occasion when he should have spoken. But in either case the party who  
6 is estopped has in effect stood by and, in violation of his duty in equity  
7 and good conscience to warn another of the real facts, permitted the  
latter to take some action detrimental to his own interest.

8 In order for estoppel to arise in such case, it is not necessary that the  
9 one estopped receive some benefit or consideration from the particular  
10 transaction; neither is it necessary that he be guilty of some actual overt  
act of fraud.

11 *Cent. Heat, Inc. v. Daily Olympian, Inc.*, 74 Wash. 2d 126 (1968), quoting  
12 *Lacy v. Wozencraft*, 188 Okl. 19 (1940).

14 106. Heritage University made a string of false promises to each of the  
15 claimants. First Heritage promised that the PA program's probationary status "will  
16 not have an impact on our students in any way."  
17

18 107. After that promise proved to be false, Heritage University promised  
19 that "The University will teach out the currently enrolled students."  
20

21 108. And after that promise proved to be false, the University promised that  
22 it would "assist in transferring all Class 2022 students to another ARC-PA  
23 accredited program."  
24

25 109. Heritage failed to follow through on the first and second promise to all  
26 four Plaintiffs and the last promise for either Ms. Kroneck or Ms. Contreras.  
27

1 110. Time and time again the plaintiffs relied on Heritage's promises and  
2 time and time again they did so to their detriment.  
3

4 **XI. CAUSE OF ACTION – Negligence**

5 111. The foregoing allegations are incorporated by reference herein.  
6

7 112. Heritage University owed a duty of reasonable care to the Plaintiffs  
8 both as applicants to the university and once they were matriculated as students in  
9 the PA program.  
10

11 113. Heritage University had a duty to abide by the standards set forth by  
12 the ARC-PA, its accrediting body. Under the teach-out clause in the Standards,  
13 Heritage University had a duty to either "allow[] students already in the program to  
14 complete their education or assist[] them in enrolling in an ARC-PA accredited  
15 program in which they can continue their education."  
16  
17

18 114. With regard to the Plaintiffs, Heritage failed to do either. On May 31,  
19 2021 the PA Program at Heritage officially lost its probationary accreditation  
20 pursuant to its voluntary withdrawal in November 2020, and Heritage reported that  
21 it was that it was thus unable to teach out the Plaintiff's cohort for their second year.  
22

23 115. Heritage University also failed to assist the Plaintiffs in transferring to  
24 accredited programs. Both Mr. Olson and Mr. Rodman self-helped, despite the  
25 requests from Dr. Dale that they should not contact programs themselves and were  
26 able to get themselves placed in new accredited programs. By contrast, Ms.  
27  
28

1 Contreras and Ms. Kroneck were altogether unassisted by Heritage, and were not  
2 transferred to new, accredited programs. They have had to reapply and start their  
3 education again in new programs as first year students.  
4

5 116. By failing to assist the Plaintiffs in transferring to new accredited PA  
6 programs, Heritage University breached its duty of care in its dealings with the  
7 Plaintiffs, and the Plaintiffs were damaged as a result. x  
8

9 **XII. CAUSE OF ACTION – Negligent Hiring and Supervision**  
10

11 117. The foregoing allegations are incorporated by reference herein.

12 118. The Defendant failed to adequately train, monitor, or supervise  
13 employees of Heritage University.  
14

15 119. Heritage University was deliberately indifferent to the duty it owed to  
16 the Plaintiffs when it failed to promulgate a policy, procedure, or practice to  
17 properly train and to prevent Defendant's employees from disseminating inaccurate  
18 information regarding the PA program at Heritage University, the accreditation  
19 status of the PA program at Heritage University, Heritage University's teach-out  
20 policy, the role the ARC-PA would have in determining whether Heritage  
21 University would remain accredited through the Plaintiffs' graduation from the  
22 program, the ability of Yadira Contreras to join Cohort 7 of the PA Program at  
23 Heritage University, the ability of the Defendant to assist the Plaintiffs in  
24  
25  
26  
27  
28

1 transferring to other accredited PA programs, and other misinformation the  
2 Plaintiffs relied upon to their detriment.  
3

4 120. As a result of the Defendant's deliberate indifference, the Defendant  
5 failed to properly act to ensure that Heritage University's employees provided the  
6 Plaintiffs with accurate information regarding the PA program at Heritage  
7 University, the accreditation status of the PA program at Heritage University,  
8 Heritage University's teach-out policy, the role the ARC-PA would have in  
9 determining whether Heritage University would remain accredited through the  
10 Plaintiffs' graduation from the program, the ability of Yadira Contreras to join  
11 Cohort 7 of the PA Program at Heritage University, the ability of the Defendant to  
12 assist the Plaintiffs in transferring to other accredited PA programs, and other  
13 misinformation the Plaintiffs relied upon to their detriment.  
14  
15  
16  
17

18 121. As a result of the Defendant's indifference and failure to adequately  
19 train and/or supervise its agents and employees, the Plaintiffs have been harmed in  
20 an amount to be determined at trial.  
21

22 **XIII. CAUSE OF ACTION – Washington Law Against Discrimination –**  
23 **Chapter 49.60 RCW**

24 122. The foregoing allegations are incorporated by reference herein.  
25

26 123. Plaintiff Yadira Contreras is an individual with a disability as defined  
27 by the Washington Law Against Discrimination ("WLAD").  
28

1 124. Heritage is an educational institution and therefore is a place of public  
2 accommodation as defined by the WLAD.  
3

4 125. Ms. Contreras placed Defendant on notice of her need for reasonable  
5 accommodation.  
6

7 126. Heritage discriminated against Ms. Contreras on the basis of her  
8 disability by treating her differently than her nondisabled colleagues despite  
9 promises that she would be treated the same and by not providing her with supports  
10 or references for getting accepted to a new PA program after the Heritage program  
11 was dissolved.  
12

13 127. As a direct and proximate cause of Heritage's discrimination, Ms.  
14 Contreras has suffered damages in an amount to be proven at trial.  
15

16 **XIV. CAUSE OF ACTION – Section 504 of the Rehabilitation Act of 1973 29**  
17 **U.S.C. § 701 et seq.**  
18

19 128. The foregoing allegations are incorporated by reference herein.

20 129. Plaintiff Yadira Contreras is an individual with a disability. During the  
21 time Ms. Contreras was enrolled in Heritage, she was substantially limited in the  
22 major life activities of learning and concentrating. Accordingly, she is an individual  
23 with a disability as defined under Section 504, 29 U.S.C. § 705(9)(B).  
24

25 130. Heritage discriminated against Ms. Contreras solely based on her  
26 disability in violation of Section 504, 29 U.S.C. § 794(a), by *inter alia*; misleading  
27  
28

1 Ms. Contreras by asserting that she could return to Heritage in the 2021 school year;  
2 and by failing to provide Ms. Contreras with support and assistance in relocating to  
3 a new PA program after the Heritage PA program dissolved.  
4

5 131. Heritage acted with deliberate indifference in discriminating against  
6 Ms. Contreras based on her disability.  
7

8 132. At all relevant times herein, Heritage has been a recipient of federal  
9 financial assistance withing the meaning of 29 U.S.C. § 794(b)(2)(A), by virtue of  
10 its participation in federal programs and receipt of federal financial assistance  
11 including, but not limited to, the federal student loan program.  
12

13 133. As a direct and proximate cause of Heritage's discrimination, Ms.  
14 Contreras has suffered damages in an amount to be proven at trial.  
15

16 **XV. CAUSE OF ACTION – Americans with Disabilities Act, Title III**  
17 **42 U.S.C. § 12181, et seq.**  
18

19 134. The foregoing allegations are incorporated by reference herein.

20 135. Plaintiff Yadira Contreras is an individual with a disability. Plaintiff's  
21 disability substantially limited the major life activities of learning and concentrating  
22 while she was enrolled at Heritage. Accordingly, Plaintiff Yadira Contreras is an  
23 individual with a disability under the Americans with Disabilities Act ("ADA").  
24 See 42 U.S.C. § 12102.  
25  
26  
27  
28

1           136. Heritage discriminated against Ms. Contreras solely based on her  
2 disability in violation of the ADA Title III by, *inter alia*: misleading Ms. Contreras  
3 by asserting that she could return to Heritage in the 2021 school year; and by failing  
4 to provide support and assistance in relocating to a new PA program after the  
5 Heritage PA program dissolved.  
6  
7

8           137. At all relevant times, Heritage has been a place of public  
9 accommodation as defined under the ADA Title III, 42 U.S.C. § 12181(7)(J).  
10

11           138. As a direct and proximate cause of Heritage's discrimination, Ms.  
12 Contreras has suffered damages in an amount to be proven at trial.  
13  
14

### 15                                   REQUEST FOR RELIEF

16           WHEREFORE, Plaintiffs pray this Court grant them relief, including but not  
17 limited to:  
18

- 19           1. Damages in an amount to be proven at trial;
- 20           2. Attorneys' fees pursuant to RCW 49.60.030(2) *et seq.*, RCW  
21           19.86.090, 29 USC 794a;
- 22           3. Costs of suit as provided by RCW 49.60.030(2), *et seq.*
- 23           4. Civil penalties under the state Consumer Protraction Act, RCW  
24           19.86.140;
- 25
- 26
- 27
- 28

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